

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

THOMAS ROGER WHITE, JR. and PATRICIA
CAULEY on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

SAMSUNG ELECTRONICS AMERICA, INC.
and SONY ELECTRONICS INC.,

Defendants.

Civil Action No. 17-1775 (MCA) (JAD)

Document Electronically Filed

**DECLARATION OF TIMOTHY
MCGOWAN IN SUPPORT OF MOTION
TO COMPEL INDIVIDUAL (NON-
CLASS) ARBITRATION AND/OR
DISMISS FOR LACK OF JURISDICTION**

DECLARATION OF TIMOTHY MCGOWAN

TIMOTHY MCGOWAN declares under penalty of perjury:

I am employed as the Vice President of North America Consumer Service at Sony Electronics Inc., (“Sony”). The following matters are stated based on my personal knowledge, and I am competent to testify thereto if called to do so in a court of law.

1. Plaintiff Thomas Roger White, Jr. (“Plaintiff”) has alleged purchasing a Sony Smart TV Model No. KDL-40W650D.

2. Each model of this television was packaged in a box with the following language on the outside:

Features and specifications are subject to change without notice. Network services, content, and the operating system and software of this Product may be subject to individual terms and conditions and changed, interrupted or discontinued at any time and may require fees, registration and credit card information.

3. For each model of this television sold, an End-User License Agreement (“EULA”) was contained in the box. A true and correct copy of the End-User License Agreement is attached hereto as **Exhibit A-1**.

4. The EULA requires all disputes to be resolved by arbitration before the American Arbitration Association (“AAA”) unless the consumer opts out within thirty (30) days.

5. Sony has no record of Plaintiff opting out.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: San Diego, California
May 21, 2020


TIMOTHY MCGOWAN